

**WISCONSIN DEPARTMENT OF JUSTICE DIVISION OF CRIMINAL INVESTIGATION  
LAW ENFORCEMENT OFFICER SAFETY ACT  
RETIRED LAW ENFORCEMENT OFFICER IDENTIFICATION CARD**

**LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT PLEASE  
READ CAREFULLY BEFORE DECIDING WHETHER YOU WISH TO SIGN. THIS IS A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT IS ALSO AN  
ASSUMPTION OF CERTAIN OTHER LEGAL RESPONSIBILITIES.**

I am a retired special agent of the Wisconsin Department of Justice (DOJ) Division of Criminal Investigation (DCI) or a retired federal law enforcement officer who is eligible to attempt to qualify to carry a concealed firearm under certain conditions, pursuant to the Law Enforcement Officers Safety Act (LEOSA), commonly referred to as HR 218 and codified as 18 USC Sec. 926B and C. I recognize that the DOJ/DCI is not legally required to provide me with firearms instruction or a firearms qualification course or to create a process for issuance of a Retired Law Enforcement Officer Safety Act Identification Card pursuant to LEOSA.

**DESCRIPTION OF RISKS**

Firearms are lethal weapons; injury or death may result to me or others as a result of accidents or intentional acts arising from my carrying and/or using a concealed weapon. I understand my decision to carry and/or use a concealed weapon may also give rise to claims of legal liability, lawsuits, and judgments for monetary and other damages against me. I understand and agree to abide by the following Uniform Rules for Gun Handling:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**LIABILITY WAIVER, RELEASE AND INDEMNIFICATION**

**IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN DCI'S LEOSA IDENTIFICATION CARD PROCESS, I, THE UNDERSIGNED, (ON MY OWN BEHALF AND ON BEHALF OF MY HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) HEREBY RELEASE THE STATE OF WISCONSIN, ITS AGENCIES, EMPLOYEES, OFFICERS, OFFICIALS, AND/OR AGENTS ("RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, RIGHTS, LOSSES, CAUSES OF ACTION AND DAMAGES THAT MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN THE DCI LEOSA IDENTIFICATION CARD PROCESS AND TO MYSELF ARISING FROM OR IN ANY WAY RELATING TO MY CARRYING, POSSESSING, OR USING ANY WEAPON UNDER THE PROVISIONS OF THE LEOSA. FURTHER, IN CONSIDERATION FOR PARTICIPATION IN DCI'S LEOSA IDENTIFICATION CARD PROCESS FOR RETIRED DCI AGENTS, I HEREBY SPECIFICALLY AGREE TO INDEMNIFY, HOLD HARMLESS, ANSWER AND DEFEND THE STATE OF WISCONSIN, ITS AGENCIES, EMPLOYEES, OFFICERS, OFFICIALS, AND/OR AGENTS, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES**

**CAUSES OF ACTION, DAMAGES AND/OR COSTS ARISING FROM OR IN ANY WAY RELATING TO MY CARRYING, POSSESSING OR USING ANY WEAPON UNDER THE PROVISIONS OF LEOSA.**

**I understand that this release of liability includes the release of claims for damages based on injuries to myself or my property caused by negligent acts of the Released Parties in connection with DCI's LEOSA Identification Card Process. That release includes negligence involving the Released Parties' procedures, instructions, or conditions, or any other act related to DCI's LEOSA Identification Card Process. However, this release of liability does not extend to reckless or intentional acts by the Released Parties.**

I am familiar with the use of firearms and fully understand the risks and dangers inherent in the use of firearms, including that it carries with it the risk of death or serious injury. I agree to assume the entire risk of an accident or personal injury, including death that I might suffer as a result of my participation in the DCI LEOSA Identification Card Process, regardless of whether such risk or injury results from negligence of the Released Parties.

I am voluntarily participating in the DCI LEOSA Identification Card Process. I understand that it is my responsibility to properly use my firearm.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I HAVE THE RIGHT TO REQUEST DIFFERENT RELEASE OF LIABILITY TERMS BY NEGOTIATING A SEPARATE AGREEMENT. HOWEVER, BY SIGNING THIS RELEASE, I WAIVE THE RIGHT TO NEGOTIATE DIFFERENT TERMS AND AGREE TO THE TERMS CONTAINED HEREIN.

I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR DAMAGES STEMMING FROM NEGLIGENT ACTS, AS DESCRIBED IN THE ABOVE TEXT.

**By signing this Release, I certify that I have read this release and fully understand it and that I am not relying on any statements or representations of any of the released parties.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_